## LITE DEPALMA GREENBERG, LLC

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Attorneys for Plaintiffs

## UNITED STATES DISTRICT COURT **DISTRICT OF NEW JERSEY**

JOSEPHINE COIRO, on behalf of herself : Civil Action No: 11-3587(AET) and all others similarly situated,

v.

WACHOVIA BANK, N.A., WELLS FARGO BANK, N.A., and WELLS FARGO & COMPANY

**DECLARATION OF JOSEPHINE COIRO IN SUPPORT OF** PLAINTIFF'S OPPOSITION TO **DEFENDANTS' MOTION TO COMPEL ARBITRATION** 

- I, Josephine Coiro, of full age, hereby declare as follows:
- I am currently 79 years old and am residing at Meadowbrook Village, a 1. residential community for senior citizens.
- 2. I am currently on a fixed monthly income of \$1494.00, which is comprised of social security (\$1400) and pension (\$94) benefits.

- 3. In 1999, I signed an agreement with First Union Bank to open a checking account. I never agreed to arbitrate any claims against First Union Bank.
- 4. I was aware that First Union Bank later changed to Wachovia Bank and then to Wells Fargo Bank.
- 5. To the best of my knowledge, I did not receive or sign the "Deposit Agreement and Disclosures for Personal Accounts effective August 29, 2003" and never agreed to arbitrate any claims against Wachovia Bank.
- 6. I did not receive or sign the "Deposit Agreement and Disclosures for Personal Accounts effective March 10, 2010" or the "Deposit Agreement and Disclosures for Personal Accounts effective June 22, 2010" and never agreed to arbitrate any claims against Wachovia Bank.
- 7. I never signed any agreements of any kind with First Union Bank, Wachovia Bank or Wells Fargo Bank, other than my initial account agreement in 1999, and to my knowledge I never signed any agreements requiring arbitration of my case.
- 8. I never received any documents from Wachovia Bank or Wells Fargo
  Bank explaining any changes to the agreement with First Union Bank that I signed when
  I opened my account in 1999.

9. I do not understand the process of arbitration and what it entails. No one at any bank over explained to me the arbitration process. At no time did anyone ever adviseme that I am required to arbitrate my case and that I gave up my right to sue in court. At no time did anyone ever advise me that I am precluded from litigating this case on behalf of other similarly situated accountholders.

10. Since 2009, my son, Michael Coiro, has acted as my Power of Attorney.

Accordingly, I share all of my mail with him, including any correspondence I receive relating to my financial affairs, such as correspondence from banks.